

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BRANDYN RIDGEWAY, et al.

Plaintiffs,

v.

NABORS COMPLETION &  
PRODUCTION SERVICES CO., a  
Delaware corporation; CITY OF LONG  
BEACH, a California municipality;  
TIDELANDS OIL PRODUCTION  
COMPANY, a business of unknown  
form, and DOES 1 through 200,

Defendants.

Case No.: 2:15-cv-03436-DDP-VBKx

District Judge: Dean D. Pregerson  
Magistrate Judge: Victor B. Kenton

**JUDGMENT RE: BRANDYN  
RIDGEWAY**

Date: June 14, 2021

Time: 10:00 a.m.

Judge: Hon. Dean D. Pregerson

Dept.: 3

WHEREAS, Plaintiff BRANDYN RIDGEWAY (“Plaintiff” or “Ridgeway”) filed this case on his own behalf and as a class action against Defendant NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”) on April 2, 2015, alleging among other things, claims under Labor Code §1194(a) and 1771 for failure to pay the minimum prevailing wage and overtime, under Labor Code §226(e) for failure to provide accurate itemized wages

1 statements under Labor Code §226(a), and for related interest and penalties, as well  
2 as attorneys' fees and costs;

3 WHEREAS, on June 29, 2015 NABORS brought a motion to compel  
4 arbitration of each plaintiff's individual claims pursuant to 9 U.S.C. §2, the Federal  
5 Arbitration Act ("FAA") and a written arbitration agreement;

6 WHEREAS, on October 13, 2015 this Court denied NABORS' motion to  
7 compel arbitration, finding the arbitration agreement unenforceable;

8 WHEREAS, NABORS timely appealed the denial of its motion to compel  
9 arbitration;

10 WHEREAS, on February 13, 2018 the Ninth Circuit Court of Appeal issued  
11 a Memorandum which reversed the Court's order denying the motion and remanded  
12 with instructions;

13 WHEREAS, on July 23, 2018 this Court enforced the arbitration agreement  
14 and dismissed Ridgeway's individual non-PAGA claims;

15 WHEREAS, Ridgeway commenced an individual arbitration at JAMS;

16 WHEREAS, Ridgeway's individual claims were adjudicated by JAMS  
17 Arbitrator Hon. Rex Heeseman (Ret.) resulting in a Final Arbitration Award issued  
18 on April 19, 2021 in favor of Brandyn Ridgeway;

19 WHEREAS, on May 3, 2021 Ridgeway brought a petition to have his Final  
20 Arbitration Award confirmed pursuant the FAA and for additional post-arbitration  
21 attorneys' fees associated with the petition to confirm the award and pursuant to  
22 Labor Code §1194(a) and 226(e);

23 WHEREAS, NABORS opposed the petition and moved to vacate the  
24 individual Final Arbitration Award;

25 WHEREAS, Ridgeway filed further briefing including opposition to Nabors'  
26 request to vacate the Final Arbitration Awards and revised the request for additional  
27 post-arbitration attorneys' fees associated with the petition;

28

WHEREAS, on June 25, 2021, the Court granted Ridgeway's petition, confirmed the Final Arbitration Award to Ridgeway, denied NABORS' request to vacate the award, and referred Ridgeway's additional post-arbitration attorneys' fees pursuant to Labor Code §1194(a) and 226(e) to arbitration.

**THEREFORE, IT IS ADJUDGED THAT:**

Plaintiff BRANDYN RIDGEWAY shall recover against Defendant NABORS COMPLETION & PRODUCTION SERVICES CO n/k/a C&J WELL SERVICES, INC. (“NABORS”) in the following amounts:

1. Wages in the amount of \$105,034.86,
2. Statutory interest thru October 14, 2020 in the amount of \$74,441.89 and continuing from October 14, 2020 at \$28.78 per day,
3. \$2,850.00 in Statutory penalties under California Labor Code §226(e); and
4. Attorneys' fees in the amount of \$779,260 and costs in the amount of \$18,243.19 as awarded by the Arbitrator.

DATED: June 25, 2021

UNITED STATES DISTRICT COURT JUDGE